

# CITY OF ALBANY



## **REQUEST FOR BIDS:**

### **DEPARTMENT OF RECREATION**

### **PURCHASE AND INSTALLATION OF Tufftec Lockers and Zephyr 5500 Locks**

HON. KATHY M. SHEEHAN, MAYOR  
JONATHAN P. JONES, COMMISSIONER  
Justin Atlas, Deputy Commissioner

City Hall Room 202  
24 Eagle Street  
Albany, NY 12207

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RFB: PURCHASE OF TUFFTEC LOCKERS WITH ZEPHYR LOCKS

**NOTICE TO PROSPECTIVE BIDDERS**

This sheet is to be filled out in connection with the bid specification for Tufftec Lockers and Zephyr 5500 Locks. The specification is comprised of 5 sections.

1. Notice to Bidders Pages #2 - #5.
2. Bid Proposal and Bid Form Pages #6 - #10.
3. Non-Collusion Affidavit Pages #11-12.
4. Standard Conditions Pages #13-20.
5. Technical Specifications Pages #21-23.

I, \_\_\_\_\_, have received a complete specification  
(Company or Firm)

according to the above information.

\_\_\_\_\_ Signature

\_\_\_\_\_ Official Title

\_\_\_\_\_ Address

\_\_\_\_\_ City, State, Zip Code

This sheet must be submitted with your security deposit and bid sheet.

**NOTICE TO PROSPECTIVE BIDDERS**

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**The City of Albany, NY is soliciting sealed bids for the goods and services described in these specifications.**

**GENERAL DESCRIPTION:** PURCHASE AND INSTALLATION OF Tufftec Lockers with Zephyr 5500 Club Series Mechanical Locks

**ADVERTISEMENT DATE:** March 16, 2021

**BID SUBMISSION DEADLINE:** April 6, 2021; 1:30 pm

**BID OPENING:** April 20, 2021; 1:30 pm

**SUBMIT SEALED BIDS TO:** Board of Contract and Supply  
Room 202, City Hall  
Albany, New York 12207  
The face of the envelope must contain the name of the bidder with return address and the contract title.

**BID DOCUMENTS:** May be examined at Room 202, City Hall, 8:30 - 5 pm.

**BID DEPOSIT:** A Bid Deposit of \$1,000 **IS** required. Submit a certified check or bank draft made payable to Treasurer, City of Albany. A bid bond is acceptable.

**NOTE:** If either the bid deposit is not submitted with the bid, the bid may be deemed incomplete and may not be considered.

**BOND REQUIREMENT:** A performance bond is NOT required.

**PREVAILING WAGE RATE** The successful bidder must comply with Sections 220-

**AND LIVING WAGE RATE:** 223 of the New York State Labor Law and/or section 42-161 of the Code of the City of Albany pertaining to the Albany Living Wage Ordinance.

**FOR MORE INFORMATION:** Danielle Gillepsie, Secretary  
Board of Contract and Supply  
Phone: (518) 434-5090

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Pursuant to the provisions of Section 103 of General Municipal Law, sealed proposals will be received by the City of Albany at the aforesaid address for furnishing the Item(s) listed in this proposal. When submitting a bid, you must:

1. Prepare your bid on this form using black ink or typewriter. Write the name of your company on each page of the bid, in the space provided.
2. If your bid deviates from the specifications, please explain such deviations or qualifications in full. Attach a separate sheet setting forth such explanation if necessary. The City reserves the right to determine if a bid is unresponsive. The City will not make any determinations of item equivalency prior to the bid submission date.
3. Sign the bid. By signing, you indicate full knowledge and acceptance of the General Specification and other requirements of the Bid Proposal. The bid must be completed in the name of the bidder, corporate or other, and must be fully and properly executed by an authorized person. Bids shall remain valid for 45 days from the date of the bid opening.
4. Record the required information on the envelope containing the sealed bid.
5. Mail the bid promptly in order for it to be received before the time of the bid opening. Late bids will be rejected. If you wish to remain on the City's bidder's list, it is important that you answer this proposal. Failure to respond to three successive proposals may result in your name being removed from the mailing list for this commodity group. It is also requested that you indicate your reason for not bidding.

**SEALED BIDS WILL BE RECEIVED BY THE CITY OF ALBANY UNTIL 90 MINUTES PRIOR TO THE TIME DESIGNATED FOR THE OPENING OF BIDS. PLEASE ATTACH PROPER POSTAGE.**

6. A bid bond or certified check in the amount of \$1,000.00 must accompany each bid submitted. The certified check or bid bond will be returned upon the awarding of the bid.
7. Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions, there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Bidder should thoroughly examine and familiarize himself with the equipment, Technical Specifications, and Contract Documents. Contractor, by execution of Contract, shall in no way be relieved of any obligation under it, due to failure to receive or examine any form or legal instrument or to visit Site and acquaint himself with conditions there existing. City of Albany will be justified in rejecting any claim based on facts regarding which Contractor should have been on notice as a result thereof.

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8. Award to contract will be made only to the lowest responsible bidder, whose proposal shall comply with all the provisions required to make it normal.
9. The City of Albany reserves the right to reject any or all proposals, and may advertise for new proposals, if in its opinion the best interests of the City of Albany will thereby be promoted. The bidder must be prepared if requested by the City of Albany to present evidence of experience, ability and financial standing, as well as a statement as to plant and machinery.
10. For materials and supplies separately sold to the City of Albany for incorporation into work under this Contract, the City of Albany is exempt from all sales tax and compensating use tax of the State of New York. The purchase by the Contractor or by subcontractors of materials for incorporation into the work under this Contract will be a purchase or procurement for resale to the City of Albany and therefore not subject to the aforementioned sales compensating use tax. All bids prices by the Contractor as well as all subcontract agreements made by the Contractor shall separate the costs of materials from all other costs involved in the incorporation of such materials into the work under this Contract.
11. The Contractor shall, upon request by the City of Albany, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or subcontractors for incorporation into the work under this Contract. Upon delivery of all materials to the site, the Contractor shall mark or otherwise identify all materials to be incorporated into the work under this Contract. Only those materials so identified will be under this Contract. Only those materials so identified will be exempt from sales or compensating use tax under this specification.
12. This exemption does not apply to machinery, equipment, tools or other items purchased, leased, rented or otherwise acquired for use of the Contractor, even though said equipment is used either entirely or in part on this Contract. This exemption shall apply only to materials fully incorporated into the work under this Contract as accepted and approved by the City.

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**BID PROPOSAL**  
**CITY OF ALBANY**  
**CITY HALL**  
**ALBANY, NEW YORK 12207**

DATED: March 16, 2021

GENERAL DESCRIPTION: PURCHASE AND INSTALLATION OF Tufftec Lockers  
with Zephyr 5500 Club Series Mechanical Locks

CONTRACT PERIOD: May 1, 2021 through April 30, 2022

BID OPENING DATE: April 6, 2021  
LOCATION: City Hall, Room 103  
TIME: 1:30 pm  
INQUIRE WITH: City Clerk's Office  
City Hall - Room 202  
Albany, New York 12207

BIDDERS NAME:

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER:

ADDRESS:

Street \_\_\_\_\_  
City \_\_\_\_\_  
County \_\_\_\_\_  
State \_\_\_\_\_  
Zip Code \_\_\_\_\_

\_\_\_\_\_ % Cash Discount for payment within 15 days of delivery or receipt of voucher.

\_\_\_\_\_ % Cash Discount for payment within 30 days of delivery or receipt of voucher.

Cash Discounts will not be considered in determining the low bidder but will be considered in awarding the bids. Cash Discounts of less than 1% will not be considered.

Does any state officer or any officer or employee of the City of Albany or County of Albany have any affiliation or interest in this bid proposal? If so, set forth the name, address, nature and extent of the affiliation or interest of an officer/employee.

We are not submitting a bid \_\_\_\_\_.

We request removal of our name from the mailing list for this commodity group \_\_\_\_\_.

Bidders Signature \_\_\_\_\_  
Official Title \_\_\_\_\_

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Printed or Typed Copy of Signature \_\_\_\_\_  
Telephone Number \_\_\_\_\_

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**BID SHEET**

The undersigned Bidder, having familiarized himself/herself with the specification and the Bid documents as prepared by the City of Albany Department of Recreation, and on file in the Office of the Board of Contract and Supply of the City of Albany, New York, hereby proposes to provide the services and materials in accordance with the Bid Documents, and Technical specifications

\*\*\* All "total prices" listed on this Bid Sheet shall include cost of assembly, installation, and delivery to the City of Albany, Department of Recreation, Albany, New York. Actual final delivery address within the City of Albany will be determined the time of schedule to deliver. Contractor must call 518-434-5699 one week prior to arrange for delivery with City of Albany staff.

**VENDOR NAME:** \_\_\_\_\_

Price for purchase and installation of 200 Tufftec lockers with Zephyr 5500 Club Series mechanical locks \$ \_\_\_\_\_

Technical Specifications on page 21 of this document

**\* NOTE: Bidder shall provide digital catalogue with retail pricing for all replacement parts along with bid submission. All information requested in the bid package, including bid security must be completed in full. Incomplete bid submissions may be disqualified and not considered.**

**DO ANY EXCLUSIONS/DEVIATIONS EXIST FROM THE TECHNICAL SPECIFICATIONS PROPOSED?**

YES \_\_\_\_\_ (please explain on separate sheet)      NO \_\_\_\_\_

**HAVE YOU PROVIDED A SCHEDULE OF FEES FOR SERVICES OR MATERIALS NOT LISTED ON THE BID SHEET?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**HAVE YOU ATTACHED THE TERMS OF THE WARRANTY INCLUDED IN THE TOTAL PRICE WRITTEN ABOVE?**

YES \_\_\_\_\_ NO \_\_\_\_\_



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**BID SHEET**

- 1) The City reserves the right to award the contract in whole or in part to one or more vendors to the lowest responsible bidder. The City further reserves the right to not make an award if it is in the City's best interest to do so.
- 2) If written Notice of Award is mailed, telegraphed or delivered to the undersigned Bidder within forty-five (45) days after the opening thereof or at any time thereafter before his/her Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required Bonds within fifteen (15) days after such Notice of Award.
- 3) Security in the sum of \_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_) in the form of \_\_\_\_\_  
\_\_\_\_\_ is submitted and attached hereto in accordance with the Instructions to Bidders. NOTE: All information requested in the bid package, including bid security must be completed in full. Incomplete bids will be disqualified and not considered.
- 4) Attached hereto is a Non-Collusion Affidavit of the undersigned Bidder in the prescribed form.
- 5) Attached hereto is a Statement of Bidders Qualifications.
- 6) The Bidder accepts the provisions of this document as to the liquidated damages in the event of failure to complete the Work and/or produce the commodity on time.
- 7) The Bidder is advised that the total amount shown above is for Bid comparison only. The Albany Department of Recreation reserves the right to modify the specifications, as it deems necessary.
- 8) The Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 9) In submitting this Bid, Bidder further represents that he/she has carefully reviewed all Bid documents including without limitation the Standard Conditions

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and Technical Specifications and has given the Albany City Clerk's Office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and/or commodity for which this Bid is submitted.

\_\_\_\_\_  
Signature of Bidder and Date

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before

me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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NON-COLLUSION AFFIDAVIT OF BIDDER  
CITY OF ALBANY, NEW YORK

State of New York    )  
                                  ) ss.  
County of                    )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1) He/she  
is \_\_\_\_\_ of  
                                  (owner, partner, officer, representative, or agent)

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

B. A Bid shall not be considered for award nor shall any award be made where clauses 4) A.1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder

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shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4) A.1, 2, and 3 above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- C. The fact that a Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4) A. 2.
- D. Any Bid hereafter made to the municipality or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to in subparagraph 4.A. of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its owners, partners, officers, representatives, agents, employees, or parties in interest, including this Affidavit.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

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**STANDARD CONDITIONS**

**SECTION 1. TAX PROVISIONS**

Purchases made by the City of Albany are not subject to state or local taxes or federal excise taxes. There is no exemption from paying the New York State truck mileage, unemployment insurance, or Federal Social Security taxes. The official City of Albany purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under Section 116(a)(1) of the Tax Law.

For tax free transactions, the City of Albany registration number is: Federal Tax Exemption #14-70046-K and Federal Employer #14-600-2058-W

**SECTION 2. NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Section 103-d of the General Municipal Law provides that every bid made to the City where competitive bidding is required by statute, rule regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the City, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting completion.

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The fact that a bidder has published price lists, rates or tariffs covering items being procured, has informed prospective customers or proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of paragraphs (1), (2) and (3) above.

Any bid hereafter made to the City of Albany by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**SECTION 3. ADHERENCE TO SPECIFICATIONS**

The entire bid is understood to be in accordance with the specification and this proposal, unless the bidder explains otherwise in detail. The City of Albany reserves the right to request clarification and additional information where deemed necessary.

**SECTION 4. INTERNATIONAL BOYCOTT**

In accordance with Section 200-f of the Labor Law, the Contractor agrees, as a material condition of the contract:

(a) That neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in any international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder:

(b) That if the Contractor or any substantial owner or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the Contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

**SECTION 5. QUALIFICATIONS OF BIDDERS**

The City reserves the right to reject any bids where qualifications, financial standing, equipment, personnel or facilities of the bidder or any subcontractor are not satisfactory.

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a) Any bidder proposing to subcontract any operation must submit a listing of their own facilities, including number of personnel and equipment, plus a letter from any proposed subcontractor containing the following information:

- certification that he/she is aware he/she has been named as a proposed subcontractor;
- a statement that he/she is capable of fulfilling the operations for which he/she has been named as a subcontractor in complete accordance with the specification;
- a complete listing of his facilities, equipment and number of personnel. The City reserves the right to inspect the bidders facility and perform such investigations as may be deemed necessary.

Failure of bidder to submit the required letter(s) may be cause for rejection of bid.

b) After an award has been made, there shall be no sub-contracting allowed without written consent of the City other than the operations that have been approved and specified in the award.

c) No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of contract, any bidder is required to show that he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains items for material or work the character of which will depend upon the contractor's skill or experience, he is required to show proof that he has a satisfactory record of similar work performed of materials furnished. Bidders will be required to furnish the City of Albany with sworn statements as to their experience.

d.) See CONTRACTOR QUALIFICATIONS in TECHNICAL SPECIFICATIONS.

**SECTION 6. HOURS AND WAGES**

Pursuant to Article 8 of the New York State Labor Law, no laborer, workman, or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight (8) hours in any day or than five (5) days in any one week except in such emergency. The wages to be paid for a legal day's work to laborers, workmen or mechanics performing work upon the contract shall not be less than the prevailing rate of wages as defined in Article 8 of the Labor Law. Additionally, each laborer, workman or mechanic employed by the contractor, subcontractor or other person performing the contract shall be provided the supplements required by that Article.

**SECTION 7. DECISION OF THE CITY**

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In any event, the decision of the City, regarding the qualifications of bidders or subcontractors to accomplish the contract shall be final.

**SECTION 8. BOND REQUIREMENT**

The City does not require a Performance Bond for this project

**SECTION 9. INDEMNIFICATION**

For the purpose of this section, the terms Contractor and City shall include the officers, employees, subcontractors, respective agents or anyone else acting in their behalf. The Contractor agrees to assume the risk of all damage, loss, costs or expense, and agrees to indemnify and hold harmless the City from and against any liability, damage, loss or expense which may accrue to be sustained by the City on account of any claim, suit, or action brought against the City for the death of or injury to persons or destruction of property involving the Contractor sustained in connection with performance of the contract arising from any cause whatsoever (including without limitation , falls from scaffolding, ladders, catwalk, beams or other high places; mishaps involving cranes, booms, elevators, trucks or other equipment; all liability imposed upon the City by Section 240 of the New York State Labor Law; injuries resulting from electrical shock; and failure of or defect in any equipment, instrument or device supplied by the City to the Contractor) except negligence or willful misconduct of the City or its' employees acting within the scope of employment.

**SECTION 10. INSURANCE**

This contract shall be void and of no effect unless the Contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and Contractor shall maintain such insurance policies as will protect themselves, their subcontractors and, unless specified otherwise, the City of Albany, New York (the owner), including their agents, servants and employees and the Engineer as additional named insured, from any and all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this contract whether such operations be by himself/herself or by any subcontractor or anyone employed by him/her directly or indirectly, or any other party who may be injured, claim injuries or die.

The following insurance policies are required:

(1) Statutory Worker's Compensation

(2) Public Liability and  
Property Damage

Automotive Liability

Bodily injury  
Each occurrence      \$1,000,000

Bodily Injury  
Each person      \$1,000,000



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Aggregate	\$1,000,000	Each accident \$1,000,000
Property Damage		Property Damage
Each occurrence	\$1,000,000	Each accident \$ 500,000
Aggregate	\$1,000,000	

Such policies to insure:

- a) Contractor's Public Liability & Property Damage, including explosion, collapse and underground hazards.
- b) Contractors Protective Liability & Property Damage.
- c) Completed Operations Liability & Property Damage.
- d) Contractual Public Liability & Property Damage.
- e) Automobile Public Liability & Property Damage insuring all owned and non-owned automotive vehicles and equipment.

(3) Owners Protective Liability & Property Damage - The Contractor shall take out and furnish to the owner and maintain and pay for during the life of this contract, complete Owner's Protective Liability Insurance and shall provide certificates of insurance dated within ten (10) days of the signing of the contract, protecting the Owner, its agents, servants and employees and the Engineer as additional named insured, from any and all claims for personal injury, death or property damage arising out of the operations of the Contractor and his/her subcontractor on this job. The limits of liability shall be the same as specified under (2) above for the Contractor's Public Liability and Property Damage Insurance.

(4) Fire Insurance - In addition to such fire insurance as the Contractor elects to carry for his/her own protection, he/she shall secure and maintain in the name of the owner, policies upon such structures and materials and in such amounts as shall be designated in the information of Bidders. The policies shall be delivered to the Owner.

(5) The original Owner's Protective Liability insurance policy and certificates and/or copies of policies of such insurance specified above shall be furnished to the Owner prior to commencement of the work. All policies shall be secured from a company or companies which are satisfactory to the Owner and licensed to issue such policies in the State of New York. All policies and certificates shall contain an unequivocal statement that not less than thirty (30) days written Notice of Cancellation of any insurance shall be given to the Owner.

#### **SECTION 11. PRIOR PERFORMANCE**

No bid shall be accepted from or contract awarded to any person who is in arrears to the City, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said City, nor shall a bid be accepted or contract awarded to any contractor whose performance of any previous contract was unsatisfactory.

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**SECTION 12. NON-PERFORMANCE**

If the Contractor fails at any time performing work required by this contract within the time limits specified, the City shall have the right to terminate the contract upon ten (10) business days written notice to the Contractor.

**SECTION 13. TERMINATION**

Notwithstanding any provisions of this Bid, the CITY shall have the right at any time, with or without cause, to terminate the resulting Contract and the services contemplated by this Bid on thirty (30) days written notice of such termination. In the event of such termination of the resulting Contract, the contract term shall be changed accordingly and the Contractor shall be entitled to compensation for all services theretofore authorized and performed pursuant to the resulting Contract in accordance with the resulting Contract.

**SECTION 14. INCORPORATION OF TERMS**

All provisions of the Bid Specifications shall be incorporated into a contract which shall be executed by the Contractor to whom the bid was awarded and the City.

**SECTION 15. EQUIVALENCE**

This bid specifications as set forth are intended to be descriptive and the City will consider bids from any vendor who can meet or exceed the specifications listed in the bid proposal as they relate to quality durability and performance. Deviations will not disqualify a bid where deviations are minor and do not affect quality, durability or performance. Any such deviations from bid specifications must be explained on the vendor's bid submissions. The City's decision will be final in any case where a product is to be considered as equal to the specifications.

**SECTION 16. SILENCE OF SPECIFICATION**

The apparent silence of this specification and any supplemental specification as to the details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

**SECTION 17. STATEMENT OF NON-INVESTMENT IN THE IRANIAN ENERGY SECTOR**

Pursuant to General Municipal law § 103-g, by submitting this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its

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knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>.

If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

**SECTION 18. NON-DISCRIMINATION AND DIVERSITY STATEMENT**

Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

***“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not***

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*participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency*

SECTION 19. AWARDING THE CONTRACT

The City of Albany reserves the right not to award a contract. Due to the project's complexity, unpredictable timing and potential emergent nature of the services required, the City reserves the right to make multiple awards. The award(s) will be based on the lowest Normal Shop Rate provided by the lowest responsible bidder(s).

SECTION 20. LIVING WAGE ORDINANCE

All Contractors who enter a service contract with the City of Albany must comply with the Living Wage Ordinance 50.61.05 as adopted by the Common Council on September 8, 2005. See Living Wage Certification/Declaration Section and Living Wage Compliance Form, in Appendix A to this Contract.

SECTION 21. INVOICE PROCEDURES

Upon completion of the work task, an invoice and City voucher shall be delivered or mailed in duplicate to:

City of Albany  
Department of Recreation  
7 Hoffman Avenue  
Albany, New York 12209

SECTION 22. SUBMITTALS

Vendor shall provide schedule of unit prices for all services, personnel and materials that may be utilized in the scope of this contract; that schedule of values will be incorporated into the scope of services.

SECTION 23. APPRENTICESHIP REQUIREMENTS

Each contractor and subcontractor prior to being awarded a construction contract in excess of \$250,000 shall demonstrate that it has an apprenticeship program or an apprenticeship agreement with an apprenticeship program register with the Commissioner of the New York State Department of Labor that is appropriate to the type and scope of work to be performed. The City Engineer, in consultation with the members

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of the Board of Contract and Supply, shall make the necessary determination as to the availability and type of apprenticeship programs appropriate to the scope of the work to be performed.

**SECTION 24. CONTRACT TERM**

The contract will commence on or about April 21, 2021 and will terminate close of business May 1, 2022.

**SECTION 25. EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK**

It is the intent of this request for bid that all political subdivisions and districts located in the State of New York be entitled to make purchase of materials, equipment or supplies from this resulting bid award.

All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entity must furnish the successful bidder with the proper tax exemption certificates or documentation of tax exempt status.

The sole responsibility in regard to the performance of the bid, or any obligation, covenant, condition or term thereunder by the successful bidder and participating entities will be borne and is expressly assumed by the successful bidder and the participating bidder and not by the City of Albany. In the event of failure, or breach in performance of any such bid by the participating entity or the successful bidder, the City of Albany, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and terms and conditions of this City of Albany bid.

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**TECHNICAL SPECIFICATIONS**

**Tufftec Lockers**

Furnish and installation:

<b><u>Qty</u></b>	<b><u>Item Description</u></b>	<b><u>Installation Location</u></b>
110	Tufftec Triple Tier Locker - 12"w x 18"d x 72"h (55 Blue, 55 Red)	Lincoln Park Pool House
36	Tufftec Two Tier Lockers - 18'w x 18"d x 72"h (36 Blue)	Swinburne Skating Rink
54	Tufftec Two Tier Lockers - 18'w x 18"d x 72"h (24 Blue, 24 Red, 6 Grey)	Lincoln Park Pool House

Base: Yes

Top: Slope Top

Lock: Zephyr 5500 club series mechanical lock (Qty: 510)

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**APPENDIX A**  
**Living Wage Compliance**

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

The current Living Wage, as defined by the ordinance is as follows:

If at least 70% of health care benefits are covered by employer:	\$ 13.36
Other:	\$ 15.52

Pursuant to the law, every Proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City.

**Company Name:**

\_\_\_\_\_

Job Title	Wage Range

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Office Use Only	
Contract No:	
Dates:	